

BIENNIAL BUDGET ACT AND REQUESTED TECHNICAL CHANGES

CONTRACT AMENDMENT

to the

WISCONSIN WORKS (W-2) and RELATED PROGRAMS CONTRACT

for the period January 1, 2002 through December 31, 2003

by and between

the Wisconsin Department of Workforce Development

and

«Field1»

The Wisconsin Works (W-2) and Related Programs Contract is amended to incorporate changes from the Biennial Budget Act and to issue technical changes requested by W-2 agencies.

1. Contract section 7.2 heading is amended to read:

7.2 Biennial Budget Act

2. Contract section 26.5 is created to read:

26.5 Sanction for unallowable expenses. In addition to the W-2 agency being liable for unallowed expenses, if the W-2 agency submits expense reimbursement claims to the Department that are found to be unallowable in an audit conducted or sponsored by the Department or by the Legislative Audit Bureau, the W-2 agency shall be liable to the Department for fifty percent (50%) of the amount of the unallowed expenses. (Provision required by sec. 9158(9e)(c) of 2001 Wis. Act 16.)

3. Contract section 27 is amended to read:

27. Performance Bonuses

(See Performance Standards for the 2002-2003 Wisconsin Works (W-2) and Related Programs Contract, Appendix E (updated October 31, 2001) to the Contract.)

27.1 Total Performance Bonuses

The total funding amounts for Performance Bonuses for all W-2 agencies will be established by the Biennial Budget Act. The total funding amounts for Level One Performance Bonuses will be allocated between Performance Standards categories as follows: sixty-five percent (65%) will be allocated to the Meet Priority Outcomes for Participants Performance Standards; and thirty-five percent (35%) will be allocated to the Deliver High Quality and Effective Case Management Services Performance Standards. The total funding amounts for Level Two Performance Bonuses will be allocated between Performance Standards categories as follows: sixty percent (60%) will be allocated to the Meet Priority Outcomes for Participants Performance Standards; thirty percent (30%) will be allocated to the Deliver High Quality and Effective Case Management Services Performance Standards; and ten percent (10%) will be allocated to the Deliver Services that Meet Customer Expectations Performance Standard.

27.2 W-2 Agency Performance Bonuses Amount to be Earned

The funding amount for Performance Bonuses that a W-2 agency has the potential to earn for each of the Performance Standards categories will be determined by the Department by multiplying the statewide funding amount for Performance Bonuses for each category by the W-2 agency's proportionate share of the total statewide W-2 Base Allocation. (See section 27.1 of the Contract.)

27.3 Requirements

A W-2 agency must meet the Contract Compliance Benchmarks for all of the required Performance Standards in order to be eligible to receive Performance Bonuses. (See section 6.1 of the Contract.)

27.4 Level One Use Performance Bonus

The funds earned by the W-2 agency by meeting the Level One Performance Bonus Benchmark may be used without restriction.

27.5 Level Two Performance Bonus

The funds earned by the W-2 agency by meeting the Level Two Performance Bonus Benchmark may be used without restriction.

27.6 Allocation of Performance Bonuses to Level One and Level Two

Within each of the Performance Standards categories (section 27.1 of the Contract) and within each W-2 agency allocation (section 27.2 of the Contract), the Performance Bonuses will be divided by the Department equally between the Level One and the Level Two, unless otherwise specified by law.

27.7 Measurement

27.7.1 Twenty-four (24) Months Data

All performance criteria will be measured based on the data for the twenty-four (24) month contract period unless otherwise specified in the Department's document titled Performance Standards for the 2002-2003 W-2 and Related Programs Contract, which is incorporated by reference into the Contract.

27.7.2 Exception

The data for the first three (3) months of the Contract Period may be excluded in the performance criteria measurement for a W-2 agency that has the Contract for a W-2 geographic area for the Contract Period January 2002 through December 2003, but did not have the contract for the same W-2 geographic area for the contract period January 2000 through December 2001, if a written request to be excluded is submitted to the Department's Contract Manager by the W-2 agency by December 27, 2002.

27.8 Timeframe

The Performance Bonus calculations by the Department will occur within three (3) months after July 31, 2004, which is the Department's financial close-out of the Contract or within three (3) months after the enactment of the 2004-2005 Biennial Budget Act, whichever is later. The Level One and Two Performance Bonuses will be distributed within sixty (60) calendar days of the calculation in this section.

4. Contract section 28.1 is amended to read:

28.1 Submittal

The W-2 agency shall submit its Civil Rights Compliance Plan ("CRC") in accordance with the Department's Policies and Procedures for CRC standards, to the Department's Contract Manager within sixty (60) calendar days of the Department's electronic publication of the Civil Rights Compliance Standards and Resource Manual for 2002.

5. Contract section 28.2 is amended to read:

28.2 Tribal W-2 Agencies

Tribal W-2 agencies must submit CRC assurances to the Department's Contract Manager within sixty (60) calendar days following the Department's electronic publication of the Civil Rights Compliance Standards and Resource Manual for 2002 or submit an approval letter from the Department that was received in the previous two (2) years.

6. Contract section 30.1 is amended to read:

30.1 W-2 Agency Agreement

In connection with the performance of work under the Contract, the W-2 agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, creed, sex, national origin or ancestry, disability, developmental disability as defined in section 51.01(5) Wisconsin Statutes, physical condition, arrest or conviction record, marital status, political affiliation, military participation, use of lawful products, or sexual orientation as defined in section 111.32(13m) Wisconsin Statutes. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the W-2 agency further agrees to take affirmative action to ensure equal employment opportunities.

7. Contract section 30.2 is amended to read:

30.2 Written Plan

Contracts estimated to be over Twenty-Five Thousand Dollars (\$25,000) require the submission of a written Affirmative Action Plan by the W-2 agency. An exemption occurs from this requirement if the W-2 agency has a workforce of less than twenty-five (25) employees. Within sixty (60) calendar days following the Department's electronic publication of the Civil Rights Compliance Standards and Resource Manual for 2002, the W-2 agency must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this section are available upon request from the Department.

8. Contract section 42 is amended to read:

42. Conflict of Interest

Private and non-private corporations are bound by sections 180.0831 and 180.1911(1) of the Wisconsin Statutes regarding conflicts of interests in the conduct of State contracts.

9. Contract section 54 is amended to include a definition of Advisory Panel and to amend the definitions of Community Reinvestment and Performance Bonus:

Following the definition of Administration Costs, insert the following:

Advisory Panel: a group formed by the Department to look at how W-2 services are delivered in Milwaukee and to present recommendations to the Department for changes to improve the delivery of W-2 services.

Amend the definitions of Community Reinvestment and Performance Bonus:

Community Reinvestment: the programs described in a plan approved by the Department and funded with TANF funding earned under the 2000-2001 W-2 Contract.

Performance Bonus: an amount awarded to the W-2 agency for meeting the Level One Performance Bonus Benchmark(s) and/or the Level Two Performance Bonus Benchmark(s).

10. Contract section 57 is created to read:

57. Contracting process of subsequent contracts.

In subsequent contracts the Department shall use the contracting process specified under sec. 49.143(1), Stats., as affected by 2001 Wisconsin Act 16. (Provision required by sec. 9158(9e)(f) of 2001 Wisconsin Act 16.)

11. Response Item 7.1.8 c) Insurance is amended to read:

c) Those repaying job access loans through volunteer work or gaining work experience through volunteer work (for example, non-custodial parents participating in unpaid job placements) are covered by worker's compensation insurance and any other type of insurance deemed necessary by the W-2 agency; and

12. Response Item 7.2.9.5, Employment Skills Advancement Program (ESAP) is deleted:

The legislation that created ESAP was repealed and accordingly ESAP must be deleted from the W-2 Plan.

13. Appendix A to the Wisconsin Works (W-2) and Related Programs Contract, W-2 Agency's Financial Allocations, is amended (and attached) to include:

Emergency Assistance is fully reimbursable.

The funding period for Workforce Advancement and Attachment begins July 1, 2002.

14. Appendix E to the Wisconsin Works (W-2) and Related Programs Contract, Performance Standards for the 2002-2003 W-2 and Related Programs Contract is amended (and attached).

All other terms of the Contract continue except as amended in this Amendment.

IN WITNESS THEREOF, the Department and the W-2 agency have executed this Amendment on the dates set forth below.

Eric Baker, Administrator
Division of Workforce Solutions
Department of Workforce Development

Signature

Name printed
W-2 Agency Authorized Representative

Date

Date

Log #2252